

# EXHIBIT A

## PLAINTIFFS' RESPONSE TO DEFENDANTS' MOTION FOR SUMMARY JUDGMENT

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8 SLEVIN CAPITAL INVESTMENTS, INC.

9 UNITED STATES DISTRICT COURT

10 NORTHERN DISTRICT OF CALIFORNIA

11 *In re: Volkswagen 'Clean Diesel' Marketing,*  
12 *Sales Practices, and Products Liability*  
*Litigation*

LEAD CASE No. 15-md-02672-CRB

**DECLARATION OF WILLIAM A.  
SLEVIN**

13 This document relates to:

14 *Iconic Motors, Inc. v. Volkswagen Group of*  
15 *America, Inc.*, No. 3:17-cv-3185-CRB  
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1 I, William A. Slevin, declare as follows:

2 1. I am and have always been the president of Iconic Motors, Inc. d/b/a Elgin  
3 Volkswagen (“Elgin VW”). I am also and have always been the president of Slevin Capital  
4 Investments, Inc. (“SCI”).

5 2. Except for where stated on information and belief, I have personal knowledge of the  
6 facts set forth herein and, if called and sworn as a witness, I can and will testify competently under  
7 oath to all such facts.

8 3. I have been an automobile dealer principal — *i.e.*, owner and operator of automobile  
9 dealerships — for over 35 years and operate multiple successful dealerships.

10 4. I provide this declaration in support of Plaintiffs’ Response to Defendants Robert  
11 Bosch, LLC and Robert Bosch GmbH’s (collectively, “Bosch”) Motion for Summary Judgment.

12 5. I have never given a deposition in this matter. To my knowledge, Bosch has not  
13 requested one. If I am called to testify, I will attest to the facts in this declaration.

14 6. In 2013, I sought out new business ventures. As an established dealer principal, I had  
15 several opportunities to pursue for a new dealership. I was in high demand from automobile  
16 manufacturers who wished to work with me due to my record of success.

17 7. During this time, I spoke with representatives of Volkswagen Group (“VW”)<sup>1</sup> about  
18 new dealership options, including an “add point” dealership in Elgin, Illinois, which is an additional  
19 dealership within a geographic marketing area that is not replacing an existing dealer.

20 8. To convince me to open a new VW dealership, VW lauded its past and expected  
21 future performance, including the success of its “turbocharged direct injection” diesel vehicles  
22 (“TDIs”), VW’s future as a leader in environmentally friendly technologies, and positive outlook  
23 for a dealership in Elgin and high potential for profitability. [REDACTED]

24 [REDACTED]

25  
26 \_\_\_\_\_  
27 <sup>1</sup> I refer to Volkswagen Group as Volkswagen Akteingesellschaft, which I understand is the company that  
28 owns the Volkswagen brand, and the companies affiliated with Volkswagen Akteingesellschaft, including  
Volkswagen Group of America, Inc.

1 [REDACTED] VW represented that its vehicle lineup was poised for  
2 such profits to further grow as Elgin VW became an established dealership. A true and correct copy  
3 of the forecast VW sent me is attached as **Exhibit A**.

4 9. Relying on VW's representations, including its forecast, I applied to enter a business  
5 relationship with VW, and I was selected from a competitive field of candidates to be the dealer  
6 principal for an "add point" dealership in Elgin, Illinois.

7 10. I entered a Letter of Intent (Iconic000489–501) and Amendment to Letter of Intent  
8 (Iconic000505–06), true and accurate copies of which are attached as **Group Exhibit B**. As set out  
9 in Group Exhibit B, [REDACTED]

10 [REDACTED]  
11 11. [REDACTED]  
12 [REDACTED]  
13 [REDACTED]  
14 [REDACTED]  
15 [REDACTED]  
16 [REDACTED]  
17 [REDACTED]  
18 [REDACTED]  
19 [REDACTED] [See, e.g., Escrow Trust Disbursement Statement (Iconic000009–12); Real Estate Sale  
20 Agreement, at 1(a) (Iconic004779–4832).] True and correct copies of these documents are attached  
21 as **Group Exhibit C**.

22 12. To finance the purchase of the Property and construction costs, SCI entered into three  
23 loans in February 2014, November 2014, and December 2015 and became obligated to pay interest  
24 on these loans. The interest paid and obligated on these loans is as follows: (a) interest paid through  
25 12/5/2020 — [REDACTED] (b) additional interest to be paid through 11/5/2025 — [REDACTED] and  
26 (c) additional interest to be paid after 11/5/2025 — [REDACTED] [See, e.g., Loan No. 12825953  
27 Documentation (Iconic004633–4667); Loan No. 40050563 Documentation (Iconic004669–4681);  
28

1 Iconic004689-4707; and Iconic004709-4732); Loan No. 20040921 Documentation (Iconic004682-  
 2 4688); Loan No. 40052453 Documentation (Iconic004734-4746).] True and accurate copies of  
 3 documentation for Loan Nos. 12825953, 40050563, 20040921, and 40052453 are attached as

4 **Group Exhibit D.**

5 13. [REDACTED]  
 6 [REDACTED]  
 7 [REDACTED]

8 14. In addition, the purchase and ownership of the Property triggered property tax  
 9 obligations, including actual real estate taxes paid through 2023 of \$1,761,535.56. [*See, e.g.*, 2013  
 10 Property Tax Bill (Iconic002571); 2014 Property Tax Bill (Iconic004626-27); 2015 Property Tax  
 11 Bill (Iconic002572); 2016 Property Tax Bill (Iconic004628-29); 2017 Property Tax Bill  
 12 (Iconic002647); 2018 Property Tax Bill (Iconic002657); 2019 Property Tax Bill (Iconic002667);  
 13 2020 Property Tax Bill (Iconic004630-31); 2021 Property Tax Bill (Iconic034493-94); 2022  
 14 Property Tax Bill (Iconic034495-96); 2023 Property Tax Bill (Iconic034497-98).] True and  
 15 accurate copies of 2013-2023 Property Tax Bills are attached as **Group Exhibit E.**

16 15. For the next two years, after having purchased the Property and incurring loan  
 17 interest and property tax obligations, I was in close communication with VW representatives to  
 18 ensure that their directives regarding the construction of the new dealership were met. [REDACTED]  
 19 [REDACTED]  
 20 [REDACTED]  
 21 [REDACTED]  
 22 [REDACTED] *See, e.g.*,

23 Project Cost Summary (Iconic000779-780); Elgin VW Dealership Project Cost Analysis  
 24 (Iconic000816).] [REDACTED]  
 25 [REDACTED] [*See, e.g.*, Slevin Capital Inv.

26 Construction Acct. #4081 (Iconic002704-2705); Elgin VW Dealership Project Cost Analysis  
 27  
 28

(Iconic000816).] True and accurate copies of the above-described documents are attached as **Group Exhibit F**.

16. [REDACTED]

[REDACTED] They also increased the investment cost for the Property and the Facility such that these amounts cannot simply be recouped through a real estate sale but only through operation of a successful VW dealership at the Property which uses the Facility.

17. At no time during the construction phase of the dealership, while SCI was pouring millions of dollars into an investment that could only be recouped through the operation of a successful dealership, did any VW representative suggest that VW was engaged in manufacturing TDI vehicles with devices that would defeat emissions testing in the United States. Instead, at all relevant points of the construction phase, VW representatives continued to tout the anticipated success and performance of the new dealership.

18. Elgin VW was ready to open its doors for business in the fall of 2015. Weeks prior to its opening date, on September 18, 2015, the Environmental Protection Agency (“EPA”) issued a Notice of Violation of the Clean Air Act to VW (“First NOV”).

19. Approximately 10 days after the First NOV, VW’s General Manager for Network Development in the Midwest Region, Gordon Munroe, called me. During the conversation, Mr. Munroe assured me that the issue was only a limited “bump in the road,” that it would blow over quickly, and that Elgin VW would still be expected to make the profits projected by VW. Mr. Munroe also assured me that VW was taking steps to minimize the impact of the First NOV on sales of its vehicles and incentivize customers to purchase VW vehicles. Mr. Munroe also told me that VW would fix the issue in three to four months.

20. In the weeks prior to me signing a dealer agreement, VW reiterated these promises, including promises of financial gain and profitability, at a series of lunch meetings between myself, Mr. Munroe, and VW’s Director of the Midwest Region, Merriman King. Relying on the

1 representations Mr. Munroe and Mr. King made, including at these meetings, I proceeded, on Elgin  
2 VW's behalf, to sign a dealer agreement with VW.

3 21. On October 30, 2015, I signed a dealer agreement on Elgin VW's behalf with VW  
4 and proceeded to open Elgin VW. Three days later, on November 2, 2015, the EPA issued a second  
5 Notice of Violation of the Clean Air Act to VW ("Second NOV"). Thereafter, I learned that the  
6 issues raised in the First NOV and Second NOV were not a "bump in the road," but issues that  
7 caused severe financial detriment to SCI and Elgin VW.

8 22. Elgin VW not only suffered great losses in profits but also operated at a loss. [REDACTED]

17 23. [REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

25 <sup>2</sup> [See, e.g., ICONIC004504, ICONIC004514, ICONIC004524, ICONIC004531, and  
26 ICONIC004538, respectively (Elgin VW's Financial Statements).] True and accurate copies of  
Elgin VW's Financial Statements are attached as **Group Exhibit G**.

27 <sup>3</sup> [REDACTED]  
28 [REDACTED]

1	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
2	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
3	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
4			[REDACTED]	[REDACTED]
5			[REDACTED]	

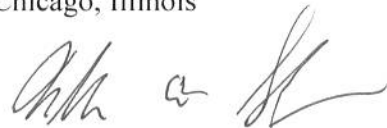
24.

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26.

I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct.

Executed this 14th day of February, 2025, in Chicago, Illinois



William A. Slevin